

# Bussmann panel (gear) limited warranty statement

## Limited Warranty Terms:

### LIMITED PRODUCT WARRANTY PANEL (GEAR) PRODUCTS

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Bussmann warrants to each original Buyer of Products manufactured by the Bussmann that such Products are, at the time of delivery to the Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (a) any Product which has been repaired or altered in such a way, in Bussmann's judgment, as to affect the Product adversely;
- (b) any Product which has, in Bussmann's judgment, been subject to negligence, accident or improper storage;
- (c) any Product which has not been operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Bussmann; and
- (d) any Products, component parts or accessories manufactured by others but supplied by Bussmann. (Because these items are not manufactured by Bussmann, any claims should be submitted directly to the manufacturer thereof.)

Bussmann's obligation under this warranty is limited to using reasonable efforts to repair or, at its option, replace, during normal business hours at any authorized service facility of Bussmann, any Product which in its judgment proved not to be as warranted within the applicable warranty period. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

Bussmann may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Bussmann, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products upon which they are installed to the same extent as if such parts were original components thereof. Warranty services provided under the Agreement do not assure uninterrupted operations of Products; Bussmann does not assume any liability for damages caused by any delays involving warranty service. The warranty period for the Products are 18 months from date of shipment or 12 months from date of first use, whichever occurs first.

## Extended Warranty for Products

If requested by the Buyer and specifically accepted in writing by Bussmann, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price

30 months – 3% of Contract Price

36 months – 4% of Contract Price

Extended warranty must be purchased in advance of product shipment. It should be included in Purchase Order placed for items to be warranted.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN STRICT LIABILITY, CONTRACT OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS, NOR SHALL SUPPLIER'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE AGGREGATE PURCHASE PRICE OF THE PRODUCTS.



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